

FOOD VENDOR AGREEMENT, INFORMATION & REGULATIONS

- > **Food Vendor Booth Space 10' x 10' - \$3,500.00**
- > **Double Vendor Booth Space 20' x 10' - \$4,500.00**
- > Interested Vendors should return application and signed agreement to **concertz_vendors@yahoo.com** or **Fax to (954) 678-6090 Attention: Vannis Lopez, Vendor Express, Inc.**
- > Vendors approved to participate will be notified of their acceptance via email or phone.

**APPLICATION DEADLINE IS JANUARY 27, 2023.
DO NOT SEND ANY PAYMENTS UNTIL YOU HAVE RECEIVED
NOTIFICATION OF YOUR SELECTION**

- > All Food Vendors are required to have a Current and Verifiable Business License, a Safe Serve Food Handling certificate and General Liability insurance. Vendors will be required to pay an additional \$91.00 for a Temporary Event License if you do not have a yearly State of Florida License. This payment must be in the form of a MONEY ORDER or CASHIER'S CHECK made payable to the State of Florida. No cash or checks will be accepted. Vendors must have money orders ready to give to the State of Florida Inspectors on Saturday, March 11, 2023.
- > **If you are selected, full payment along with proof of General Liability Insurance must be received within 30 days of your Selection notification. Insurance requirements are as follows;**
- > **Insurance Requirements:**

Each Occurrence: \$1,000,000	Damaged to Rented: \$100,000
Medical Expenses: \$5,000	Personal Injury: \$1,000,000
General Aggregate: \$1,000,000	Products-Comp.opp: \$1,000,000

All Additional Insured must be listed on your policy:

City of Miami Gardens
18605 NW 27th Ave
Miami Gardens, Florida 33056

Live Nation Worldwide, Inc.
215 NW 24th Street, Suite 600
Miami, Florida, 33127

Vendor Express, Inc.
2700 N.W. 44th Street, Suite 513
Oakland Park, Florida, 33309

- > If your payment and Insurance certificate is not received by the Due date, you will automatically be placed on the Waiting list and the reserved space will be offered to someone else.
- > Your reserved vendor space will only be confirmed once full payment is received along with your General Liability Insurance certificate. Deposits or partial payments will not be accepted.
- > All vendor spaces will be assigned at the discretion of the Event Vendor Coordinator.
- > **All payments are Non-refundable. Payment must be in the form of a CASHIER CHECK or MONEY ORDER and should be made payable to Live Nation Worldwide, Inc.**
- > **Mail payment to Vendor Express, Inc. 2700 N.W 44th Street Suite 513 Oakland Park, FL 33309 Attention: Vannis Lopez**
- > Food Vendors are completely self-contained and must provide their own tents, water, drainage, power, lighting, sinks & etc.
- > You must be in compliance with all State of Florida Board of Health Regulations and Hotel and Restaurant policies.
- > At Load-in, Vendors will receive (10) Vendor Passes and (4) Parking Passes per each 10x10 purchased space.
- > Vendors may load-in **Friday, March 10th • 11am-5pm & Saturday, March 11th • 9am-12pm Only**. Load-in will not be permitted at any other time.

ALL VEHICLES MUST BE PARKED IN THE DESIGNATED VENDOR PARKING AREA NO LATER THAN 12:30PM ON SATURDAY AND SUNDAY. ANY VEHICLES LEFT IN THE VENDOR AREA AFTER 12:30PM WILL BE TOWED AT THE OWNER'S EXPENSE.

1. Any vendor found dumping oil or grease on the ground or any other area of the event property will bear the cost and responsibility of cleaning up the grease and any damages it may cause.
2. No Food Vendors will be allowed to sell any beverages without prior authorization, either alcoholic or non-alcoholic. Any Vendor found selling these items will be fined \$1,000.00 per incident which must be paid immediately or your vendor booth will be shut down. There will be no refunds issued.
3. No Vendor will be allowed to sell Jazz in the Gardens merchandise or merchandise featuring any of the artists appearing on the Festival. Any Vendor found selling these items will be fined \$1,000.00 which must be paid immediately or Vendor Booth will be shut down.
4. All Vendors are independent contractors and nothing in this Vendor agreement should be construed as forming a partnership of any kind with the City of Miami Gardens, Live Nation Worldwide, Inc., Vendor Express, Inc., Hard Rock Stadium, or "Jazz in the Gardens"
5. Applicant represents to Vendor Express, Inc. that he/she is fully authorized to sign for and bind the undersigned vendor to this Application and Agreement. Vendor agrees that vendor and all persons associated with it shall comply with all rules, policies and procedures prescribed by the City, as it deems necessary for the efficient, safe, and tasteful (i.e., non-offensive) conduct of the event and related activities
6. Vendor agrees to sell only the items described in this application. Failure to do so will result in violation of agreement and at the sole discretion of the City of Miami Gardens, Live Nation Worldwide, Inc. and Vendor Express, Inc., a fine may be imposed or termination of contract and removal of vendor without reimbursement of any payments made to Live Nation Worldwide, Inc.
7. Vendor agrees to each and all clauses set forth in this agreement. Failure by vendor to abide by any clauses set forth in this agreement gives the City the right to (1) immediately terminate this agreement (2) require vendor, immediately upon notice of violation of this agreement, to cease operations and vacate the premises, and (3) forfeit all fees paid to Live Nation Worldwide, Inc. for the right and privilege of participating in the event.
8. Vendor acknowledges and understands that it is responsible for sales and Use Tax and shall in no way hold the city or its representatives responsible.
9. Vendor shall comply with all codes and regulations of the City of Miami Gardens, Miami- Dade County and the State of Florida.
10. Vendor acknowledges it has read this agreement and agrees to follow all rules and guidelines as directed. This Agreement is subject to vendor satisfactorily submitting all requested application materials, and full payment of all designated fees. It is the responsibility of the vendor to be aware of these Rules and Guidelines as well as all applicable governing laws. It shall be vendor's duty to ensure that all employees and agents of vendor are knowledgeable of and abide by all Rules and Guidelines and applicable governing laws.
11. Vendor shall assume full responsibility for vendor's conduct and for the conduct of its employees, subcontractors, suppliers, or any other person associated with vendor and shall indemnify and hold harmless the City of Miami Gardens, its agents, officers and employees from and against all claims, liabilities, suits, damages, costs and expenses, including reasonable attorneys' costs and fees, related to (i) vendor's breach of this Agreement, and (ii) for injury to, including death of, persons (whether they be third persons or employees of the parties hereto) or any loss of or damage to property in any manner arising from the negligence of vendor.

COVID 19 SAFETY

1. Vendor shall require that any Vendor Personnel developing or exhibiting symptoms of any type of illness to leave the Facility immediately.
2. Vendor agrees to provide the Services at the Facility at its own risk and further agrees to instruct all Vendor Personnel that they will be providing the Services at their own risk. Notwithstanding implementation of the Operational Protocols, Vendor specifically acknowledges that an inherent risk of exposure to Communicable Disease exists in any public place where people are present. COVID-19 is an extremely contagious disease that can lead to severe illness and death. According to the Centers for Disease Control and Prevention, senior citizens and those with underlying medical conditions are especially vulnerable. VENDOR ON ITS OWN BEHALF AND ON BEHALF OF ALL VENDOR PERSONNEL, HEREBY ASSUMES ANY AND ALL RISKS RELATED TO EXPOSURE TO COVID-19 AS WELL AS ANY OTHER COMMUNICABLE DISEASE AT THE FACILITY AND THE EVENT(S), AND RELEASES THE CITY OF MIAMI GARDENS, VENDOR EXPRESS, INC AND LIVE NATION WORLDWIDE INC FROM LIABILITY IN CONNECTION THEREWITH.

NO ROAMING IS ALLOWED

AUTHORIZED SIGNATURE: _____

COMPANY: _____ **DATE:** _____

APPLICATION

HARD ROCK STADIUM

COMPANY NAME: _____

CONTACT PERSON: _____

STREET ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

PHONE: _____ CELLULAR: _____

FAX: _____

E-MAIL: _____

FED ID OR SOC. SEC. NUMBER: _____

VENDOR TYPE: RESTAURANT FOOD TRUCK CATERER MOBILE UNIT OTHER

BOOTH SIZE: 10X10 20X10 OTHER (CALL FOR PRICING)

MENU ITEMS (LIST ALL ITEMS TO BE SOLD)

1. _____
2. _____
3. _____
4. _____
5. _____

BEVERAGE ITEM FOR APPROVAL: _____

IN THE FUTURE WOULD YOU BE INTERESTED IN PREFERRED PLACEMENT FOR AN ADDITIONAL COST OF \$350.00?

YES NO